

Court House
Madison
Madison County
Virginia

HABS No. VA 325

HABS
VA
57-MAD,
1-

PHOTOGRAPHS
WRITTEN HISTORIC AND DESCRIPTIVE DATA
District of Virginia

Historic American Buildings Survey

Prepared at Washington Office

MADISON COUNTY COURTHOUSE
Madison, Virginia

57-MAD

1-

Owner: The County

Date: 1829

Condition: Good

Description: The building is of brick laid in Flemish bond, two full stories high below a pediment roof, on which rests a large octagonal cupola. In common with the court houses of Nelson and Caroline Counties it has an arcade in the lower story across the short end of the building, which is the main front. At Madison this is of four bays with half-round arches, and upstairs, centered on them, are four square-head windows with nine-over-six-light sash. The rather heavy trim of the pediment is of wood as is the tympanum, which is pierced by a half-round window. The antecedents of the arcaded loggia probably go back to the early tidewater court houses such as Charlee City, King William and Hanover. (See separate surveys).

Thomas I. Waterman
May 29, 1941

Memorandum. Bond according to general Plans, ~~work to~~
~~be~~ executed in a manner — to approved by the commissioners
— Payments the thousand dollars now levied to be paid
in the course of the progress of the building at the
discretion of the commissioners not in any case to
~~be~~ ~~paid~~ ~~in~~ ~~advance~~ ~~of~~ ~~the~~ ~~costs~~ — the receipt of
the price of the Laid to be paid one half at
the end of 1873 and the other half at the end
of 1874 — the building to be completed in 1873
but the payment in 1873 not to precede the finishing
of the Laid

To the Correspondent for letters sent the
hand of the Earl of Madison County

of the Earl of Madison

Mr. L. B.

of the Earl of Madison

a Court house according to a plan³
adopted by the court, except that
the stairs ~~was~~ to run from the ~~top~~
top, a gallery in front of the Jury
room, & but two ~~upstairs~~ seats -
heat pipe ~~through~~ ^{thick} ~~house~~ ~~plastered~~
throughout - a tile floor - Locks, door
& window sills - venetian blinds to all
the windows, & blankets - the whole
house plastered & whitewashed -
~~the~~ Benches in each Jury room and
a stable -

4
Orange Court House
Oct. 17 1828

Dear Sir

Understanding that the building of your Court House is to be let soon, and that you are one of the commissioners, and feeling certain by anxious that Messrs. Southwick, Crawford and Phillips should get the job, I hope you will pardon me for mentioning the subject to you. I am well acquainted with all of them, and they are, you may rest assured, first rate workmen and gentlemen of most honorable principles. If they undertake the work it will be executed in the most substantial, and in the neatest manner, and in that it will be completed at the time they promise to finish it; for they add to their other good qualities untiring industry - they will want no overlooking, you may rest assured.

I am, Dear Sir, yr. most obedt
Reynold Chapman

At a Court held for Madison County the 2nd day of May 1822.

The Court proceeded to take into consideration the necessity of building a new and sufficient jail for this County; when it was ~~considered~~ by the court that a new and sufficient jail be built. and it was ordered by the court that one thousand dollars be levied in the next County levy for the purpose of carrying said building into operation. and John Walker, William Boston, Anthony Twyman, Charles R. Gibbs, William Walker, Robert Thomas & Richard B. Boston, or any four of them, are appointed Commissioners, to draft and report a suitable plan for said building, and also to report a suitable site for the same.

Copy teste
Belfield Cave, Jr

At a Court held for Madison County the 22nd day of August 1822.

The Commissioners appointed by a former order of this Court to report a plan and site for the jail made their report, which is confirmed. and Henry Price, Robert Thomas, William Mallory, William Boston, William Walker and Anthony Twyman, or any four of them are appointed Commissioners to let out the building of said jail, either publicly or privately, as to them shall be thought most conducive to the publick welfare, taking from the undertakers bond with good security for faithfully complying with any contract they make

Copy teste
Belfield Cave, Jr

Edgehill Aug 4 1828

6

I have known Malcolm F Crawford and William L Philips for several years during their residence in this neighborhood and have seen a good deal of their work I have considered ^{them} the best of our workmen. concerning their work is a neat faithfull and substantial manner and entirely to be relied on for their workmanlike execution and the perfect fidelity with which their contracts are complied with.

Wm. L. Philips

7
Charlottesville 9th August 1826

Dear Sir,

Mr. Phillips the bearer of this understanding that the commissioners appointed by your court to let the building of your court house, are inviting proposals from undertakers for the same, or are about to let the building, ~~and~~ comes for the purpose of becoming that undertaker of the brick work provided he can see his interest in so doing. As Mr. Phillips is a stranger in your county both personally and as a workman he deems it proper to take with him a letter of recommendation from some one that requested it of me, this duty to Mr. Phillips and the public I perform with great pleasure by assuring you that I have known Mr. Phillips for the last five years, in which time he has carried on a great deal of brick work at the University in this place & its neighbourhood & all of which hath been executed in the very best manner that done at the University to the entire satisfaction of the Proctor & that in my neighborhood to the entire satisfaction of those for whom it was performed. Mr. Phillips has laid for me something like a half million of brick & I hesitate not to say that it is as good brick work as any in the United States, indeed Mr. Phillips (as I believe) will not do a bad piece of work for any one. & if I had a job of brick work to do I declare to you that if he Mr. Phillips became the undertaker I should not deem it necessary for me to see the work during its progress, such is my confidence in the fidelity of Mr. Phillips as a workman - again if Mr. Phillips becomes the contractor, you may rely not only on the faithfulness with which the work will be executed, but it will be done with dispatch and without trouble to the commissioners, they will find him a liberal, accommodating gentleman.

Mr. Crawford comes also willing to undertake the wood work of the building he has done a good deal of work at the University and as far as I am informed to the entire satisfaction of the Proctor, he is a good workman and as far as my knowledge extends, executes his work faithfully. Mr. Crawford never having done any of any work I can only speak of him as a workman, by what I have heard of him as such, if he becomes the undertaker of the wood work of your court house I have no doubt, but it will be faithfully executed in every respect. Any services you can render these ~~gentlemen~~ worthy gentlemen, will I am sure be gratefully received by them & confer an obligation on.

Dear Sir Yours. Respectfully

Wm. Barrett

Oct. 15th 1828 -

To the Commissioners of Madison Court House
Gentlemen

I will execute the carpenters and joiners work of your
Court House agreeable to the plan and manner of finishing
which I have presented to you - for Two thousand Two
Hundred & Eight Dollars. I will furnish all materials of
the best quality & execute the work agreeable to the Architect
Architectures no defect in the perspective of the Building or
the Workmanship shall be detected by the most skillful eye.
Yarnish with Lead, Hinges & Latch Bolts &c. &c. Paint the
Building throughout with three coats of paint, except
the roof two coats will be sufficient

Very Respectfully Yours
Malcolm F. Crawford -

The Agreement plan will be framed with 7/8" which will
be delivered in Mr. Phillips papers -

M.F.C.

2001
1402.00
1567.00

1413.50
2208.00
422.00

3663.50

A description in which Jail should be built
Jail to be 36 by 30 feet from out to out and
twenty three feet from the foundation with a passage
~~to~~ on the side of 8 feet in the clear the remainder
divided in two rooms nearly 14 feet square in the
clear Walls 8 bricks thick 5 doors below & 5 windows
2 doors above & 6 grates windows below 12 lights
windows above 3 lights of glass 8 by 10 feet length
wise - Floor below square & into - Rooms below Plaster
Gable ends brick & half thick shingles good heart
pine - chimney to Project on the out side
of the walls with fire places below - one
door below & two above to have ^{each} a good double door
of oak and strong iron door the hinges to
which to be steel laid over iron & of an approved
size & hardness the other doors to be good ballon
doors, the Jail & passage doors to have iron
stock locks of the first quality & the whole
to be executed in the best manner and of
the best materials - The whole building
to be kept in a manner calculated to secure
the chambers in the best manner

The Undersigned Commissioners appointed by an order of the county court of Madison to report unto the court a plan for a Jail for the said county and to fix on a site for the same Submit a plan accompanying this report of 36 by 30 feet from out to out to be built of brick with the walls 3 brick thick with a proper lining of timbers forming two rooms above & below nearly 14 feet square in the clear and a passage at the end of 8 feet. ~~It appears~~ ^{It appears} ~~convenient~~ ^{convenient} that the Sills in the second story & that the Sleepers above & below the Criminal Jail should be of Oak timber ~~two~~ ^{two} inches thick put close together with a floor of two inches thick of oak plank laid thereon the Sleepers of the debtor Jail to half the distance of ordinary buildings with floors of two inch pine plank — your commissioners would suggest the appointment of Commissioners to make a contract for building of the Jail who should be empowered to make such minor regulations as circumstances should justify not inconsistent with the general plan of the Jail. your commissioners suggest as a site for the Jail near the East corner of the public lot near where Parfield Caves

Blaine & Co
22 Aug 1822

John Walker Rich^d of Boston
 Robt Thomas W^m Walker
 William Poolow
 Anthony Freeman

To the Court of Madison
Gentlemen

My Estimate of the cost of your Court House, embraces
the following items. To Wit.

Of Tuscan Cornice with a full Entablature, Drawn in
proportion to its Height —

Fifteen Windows or Lights each 12 x 12 Glaze

Nine Doors 12 Lights each 12 x 12 Glaze

Four Blank Windows, finished on the out side on the other
Frames are shut ino Sash; All of the Windows and Door,
frames to be finished on the out & in side, with Double
Gassed architraves, plain Jambs, & window seats. The above
mentioned frames are not to be bowed to excessive weights nor
Sash. The Door to be elevated six inches each side, and to be
finished with turned balustrade and proper seats, with a
small Desk or lid in front say 8 inches wide. The judges
stand to be finished in a similar manner, with five steps
& balustrade at each end. Clerk Table and Scales on
Criminal bench attached to the Door, two Sheriff's Bench

Two pair of Stairs to go up into the Jurors Room, ^{with balustrade} with hand.
The Wood work of the Jurors Room to be supported with
Two Tuscan Columns two pilasters and Entablature all of
which is to be finished agreeable to Architecture —

The Jurors Room to have 12 feet of Benches in them
The Roof to have a pediment pitch, & covered with Hoop pine
Shingles the front pediment to be of plank with
a Window in it. The back pediment to be of Boards
Two Double worked folding Doors in front with seats on
the Top of each —

The Roof to have two coats of paint, & the balance of the
Wood work to have three coats

The principal items are only mentioned in the above
Estimate —

Of my Respectful of your Obedt.
Wm. H. ...

Edmund Clow and Thomas Carpenter
 have this day agreed to move the
 old Court house from its present
 site to the opposite side of the
 street ^{within fifty feet from the} place the same on six
 large blocks or pillars, eight feet
 back of a line drawn from
 Mr. Link's house to the shop
 of Hugh Greco; also to move all
 the bricks attached to the same,
 & place them out of the way of
 the bricklayers for the new Ct House
 and plack up the end of the Ct
 House made vacant by the re-
 moval of the chimney - for
 which the Commissioners agree
 to give them Twenty eight Dollars
 & 00 cts to be paid out of the
 next County Levy And the
~~said~~
 said Clow & Carpenter bind them-
 selves to repair any injury which
 may accrue to said building in
 the removal thereof

June 3rd 1829

Edmund Clow
 Thomas Carpenter
 Horace Spring fellow
 Ed. Tomerlin Esq
 Mr J Fowler
 John Hanson

[Handwritten signature/initials]

Chantollville Feb 23rd 1829

Dear Sir,

By promise I send you by Mr Crawford
a Bill of ^①Expense for the Brickwork Plastering & Tiling
of an office 38 By 20 feet out to act with a chimney and
a partition in the same, Also, a Bill, for an office 26 By 18
out to act with a chimney, plastering, & Tiling the floor &
skewell, for the repair of the Brickwork of the old
office, as proposed by you, I think it unnecessary to mention
only, the Brickwork of the old one, as the expense of the
other part of ^{the} work, will be about the same, as it would
be, in building a new one of the same size

Bill for attempting repairing the Brickwork of your old
office, & raising the walls higher say 2 feet \$ 67-00
Brickwork of an office of ^{same} the size & dimensions of the
old one, include the Tiling of the floor \$ 118-00

Bill for the Brickwork plastering & Tiling of the floor
of an office, 24 By 20 walls 1/2 Brick thick with
a chimney & a partition to divide the room \$ 363-00

Bill for the Brickwork plastering & Tiling the floor
of an office 26 By 18 feet walls 1/2 Brick thick
as well as with a chimney in the same \$ 260-00

Sir
 I have declined sending you a contract for
 my performance in doing of the Brickwork
 plastering &c of your new Court House, suppose
 if it would be best for you to draw it, and
 if there should be any work to be in addition
 to my present understanding you could insert it in
 the same contract, and by sending the same by
 Mr. Crasford, I will be most glad to hear from
 and send it down to you by the 1st opportunity
 that offers.

Very Respectfully
 I am at your
 W. V. Phillips

Memorandum of an agreement entered into between
Malcolm F. Crawford and Richard L. Boulware of
the one part, and William B. Phelps of the other part.
Witnesseth that ~~the~~ out of the twelve hundred
dollars levied by the County Court of Madison,
at June Court 1829, for building a Court house,
the said Crawford and Boulware are to receive
the sum of seven hundred and thirty eight dollars
of eighty three cts.; And the said William B. Phelps
is to receive the sum of four hundred and sixty
one dollars and fifteen cts. - And out of the
sum of three hundred and twenty five dollars
levied by said Court at the same time, the sum
of one hundred and ninety five dollars is to be paid
to said Crawford & Boulware, and the sum of one
hundred and thirty dollars is to be paid to said
Wm B. Phelps. And it is to be also understood
that the same law for the Court house, and same
law for the Office to be made by said Court in
1830, is to be paid in the same manner and
same proportions. Witness our hands and seals

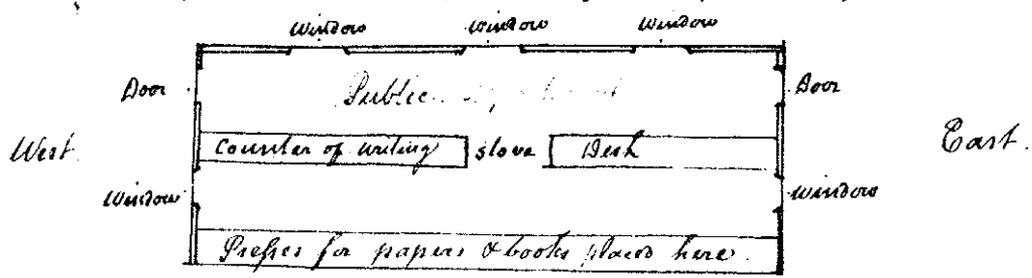
This 21st day of Aug. 1829.

W. W. Phillips Seal ¹⁶

W. F. Crawford Seal

Rich^d. S. Bullock Seal

North or East front: the former, greatly preferred.

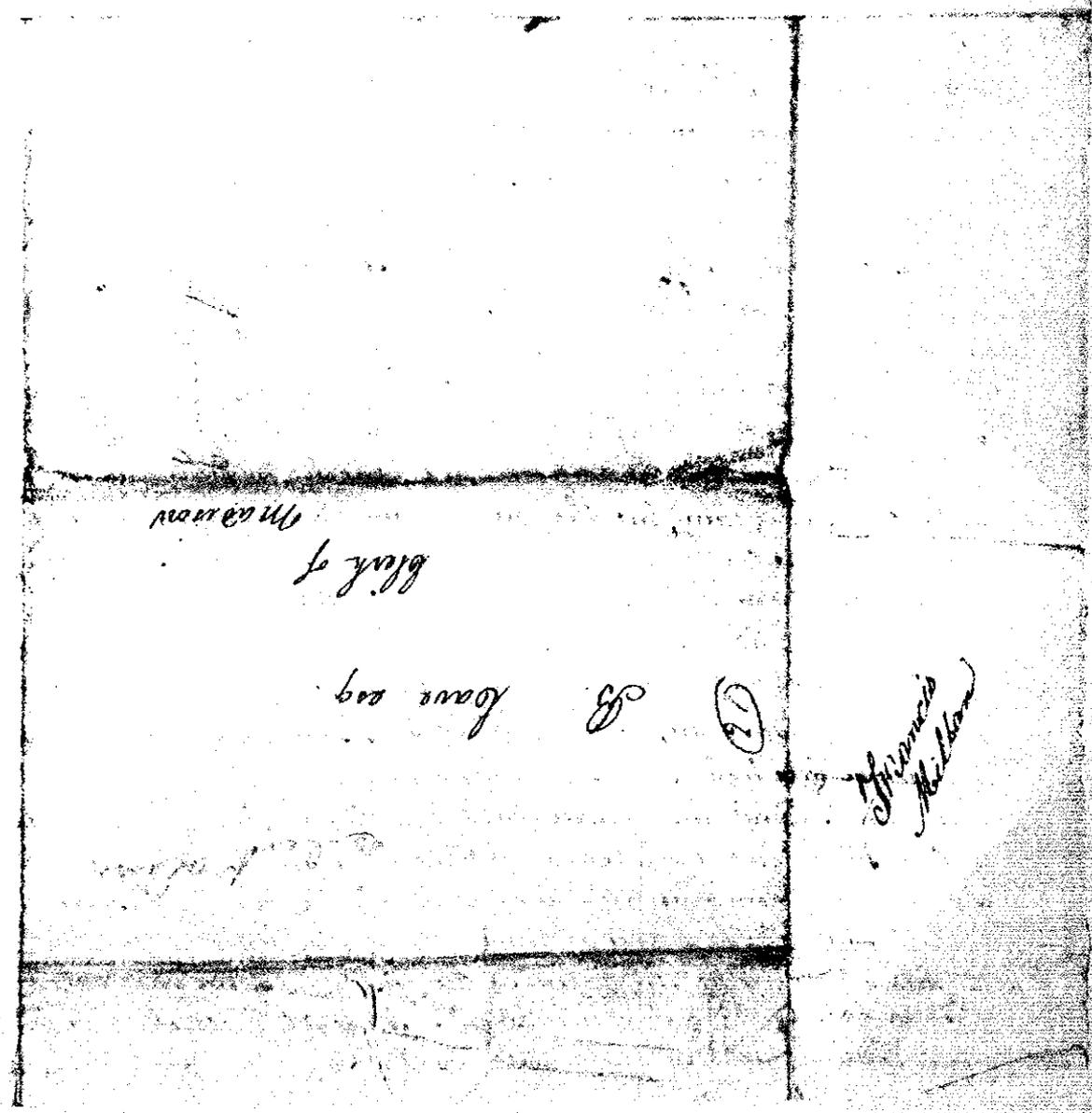


South or West, in the case may be.

The above is a plan of a clerks office which should be at least 36 feet by 18 feet in the clear, 40 by 19 would be preferred — all clerks offices are too small for dispatch of business & the convenience of the public. my office room is 40 by 16. in the plan above. I find it full small, for my own & the public convenience & the dispatch of business — It will be found a cool & pleasant room in summer & warm in winter, if the three side windows should front to the north, the doors East & West. the side wall against which the presses are placed need neither door or window. If the walls are of brick (which should certainly be the case for many obvious reasons) strips of wood should be worked into the wall, forming a part of the press. thereby saving much useless expense in building the presses. besides they would stand more firmly. The front of the press should be sash doors to open or slide, the latter preferred if not too long. the advantage of glass doors is, that through the panes you may see the papers, and readily turn to any bundle you may wish, without opening any, but the one folding on the papers wasted, if of the common kind they are too frequently left open by the young men, & the papers thereby exposed to the dust from the floor, which not only disface the papers table, but really injures the papers themselves. In constructing the presses, I would advise that they should extend from the floor to the ceiling raised from the floor about two feet; the first shelf should be a strong one, on this should be placed the books upright above them and up to the top ~~presses~~ light shelves 4 inches apart or sufficiently wide to receive a bundle of papers. this plan is found more convenient than the old plan of pigeon-holes holding 4 bundles of papers. In the former, when ever a bundle is used it is certain to be put back from whence it was taken, & remains as it was originally arranged & therefore always in order — a shelf may also be arranged under the writing desk to receive the record books this should be placed on the public side & open in the middle ^{at one end} — ~~at the other end~~ of the above should be a small gate or bars. — A stove in an office is greatly preferable to a fire place, warming the room is that one can write with comfort in any part — The windows should be

Iron grates and these worked into the wall. the doors should be strong covered on the
out side with sheet iron & that thickly nailed, though anchored on the inside - the roof
should be covered with slate or tin. thereby making the house fire proof, the floor
should be paved with stone or brick.

Alfred Garratt
(Signature)



19

Sussex County Dec. 31 - 1822

Memorandum

I was called upon by Messrs. Walker
on Thursday last to draw a contract, for the
building of the jail of Madison County, and
to enable me to draw the contract he placed
in my hands certain papers which I now
inclose you herewith which he supposed
would furnish me with the necessary infor-
mation on the subject. but when examined
I found they did not. in the first place ^{they} did
not set forth the names of the contractors
or their execution. nor the price for which the
work was ^{to be} done. how the entry or first paper
and ground floor was to be finished off, how the
attain case was to be constructed, how the first
story was to be lined, with plank or scantling
if at all. nor how the windows below were
to be ~~finished~~ ^{secured} - my own opinion is that every
window in the house ought to have a strong
iron grate and every sash to have a spring
hitch in it. so that when the window is down
it would be fast - It is not to be extracted

that the Garlin will at all times have
 the doors to his apartments locked & barred
 up, & what is there to prevent a prisoner
 getting in through a window in one of the
 Hunter's apartments in the night and getting
 open the doors probably by getting hold of
 the Garlin keys while the Garlin is asleep.
 It did not appear how many prisoners were
 to be above stairs, nor how the rooms there
 were to be warmed, nor what provision was
 to be made for the accommodation of the
 prisoners in case of the calling of waters -
 Under these circumstances I have not been
 able to draw a contract ready for execution
 but I have drawn what I think probably is
 much better as it gives you the opportunity
 of drawing the Contract more nearly accor-
 ding to its spirit than I could under
 any circumstances draw. I have given
 you the draft & form of a Contract by
 which your account will fall in drawing
 over - In drawing the Contract I would
 advise you to conform to the order of description

which I have laid down by commencing with
 the foundation and ascending to the top of the
 building, letters come as you go up to omit
 no important provision, at the head of the
 stairs I would recommend a strong partition
 wall & door so as to put up the passage
 in the second story for the accommodation
 of debtors or runaways.

In case of emergency
 there would be a great inconvenience in putting
 a female debtor in the same apartment
 with a male debtor or a runaway negro.

You can readily imagine a number of situa-
 tions which would require a separation of
 the prisoners, suppose one of them were sick
 and confined to his bed would you exclude
 him from his friends by ~~locking~~ locking him up
 in the utmost recess of the jail with other
 prisoners, or would you ^{not} place him in an

apartment where the access was safe and
 easy & where his friends could pass & refresh
 and administer to ^{his} ~~their~~ bed side comforts & consolation
 as grate full & necessary for the sick & the dying.

You may think probably the two rooms will be
 sufficient for the present state of your
 population they may be, but as there is a constant

and population progress your citizens will become
more licentious in the excursions, more debased
in their principles and more debauched in their
manners debt, crime and rascality will
increase, does not every days experience and
observation show the truth of the above doctrine

~~you will I hope not think I am obliged~~
to indignation and I believe like a man
of Ruspian. No far from it, for amongst
ruffians, rascals, in Church & State, ~~and~~ and
education are the sword and shield of the honest
man, they are the antichrists to the poison which
is exhaled from a thick, corrupt, and licentious
population. I make the remark simply to remind
you that the building which you are about to
~~erect is destined for future eyes and I would have~~

it as perfect as the plan would admit of its being
made, wishing you may have no difficulty
in drawing your content or what is more
important, in building your jail

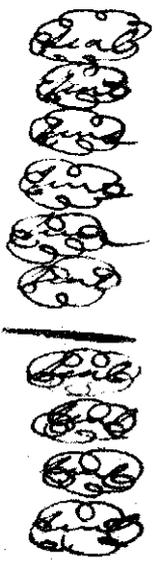
I subscribe myself yours respectfully

Wm. F. Child

To the Commission for building
the Jail of Madison

accommodation of the Doctor's family below & that
Second Accommodation of the prisoners above, the first ^{which is to be} first ^{from the foundation} ground floor is to be laid with ^{it} (here describe the
sort of floor & materials) the first story is to be laid
off ^{and divided} into two rooms of equal size, and a
passage on the one side of the building extending from
end to end eight feet wide to serve as a common
entry into the building - the partition walls in this story
to be of ^{it} (here describe the sort of walls) in each
room there is to be a fire place of convenient size, with
chimney running up outside to the ^{highest} ^{height} above
the roof, in each room there is to be two ^{windows} of
lights each glass to be ^{of} (describe the
condition) describe the doors, fastenings ^{to} and the lining
for the house, and stairs ^{to go} so as to leave the front of the
building ^{before you ascend up these} ^{stairs} convenient - The second story to be laid off &
divided into two rooms like those below & a passage
eight feet wide extending from end to end, the floor
to which story being the second floor is to be ^{of} (here
describe the kind of floor that you want & the sort of
materials out of which it is to be constructed, and
then go on to describe the ^{partitions} ^{walls}, doors, locks,
windows, lining, ^{to go}) as before. The ^{whole} body
of the building to be overlaid with a strong floor consisting
of (here describe how this part is to be done) and over
the whole is to go a good strong ^{Roof} feet high
consisting of strong & substantial Rafters, & strong
board sheathing, Gable Ends of brick a brick & a
half thick & the whole house covered ^{over} with the
best heart pine shingles with neat cornice - The
whole work to be done ⁱⁿ the very best materials
and in the best manner, and in a neat style, to be
appurtenant off by the said Corporation - The said parties
of the first part above & Covenant that out of the
One thousand Dollars which have been ^{lent} by the
Court of Massachusetts, ^{to} ^{the} ^{said} ^{parties} they will pay
to the said undertakers as they shall progress with the
work such sums of Money as they shall deem reasonable

in order to carry on the work, so as not to be in arrears beyond the value of the work done, of the value of the Year stipulated to be paid for the building of the said the said indentations shall be paid out of the moneys to be hereafter levied by the Court of Madison County the sum of _____ dollars on the first day of December 1823 if the said sail shall be at that time finished if not so soon thereafter as it shall be finished, and _____ dollars on the first day of December 1824 if the said sail shall have been finished according to contract in the year 1823 and the said Parties of the first part do hereby Covenant and agree with the parties of the second part that the Court of Madison County shall well & truly keep & perform all the Covenants and agreements on their part herein before stated but it is understood that the said Covenants are in no wise ^{either jointly or severally} personally & severally responsible to the said indentations or their Executors for any default on the part of said Court in performing the same - And the parties of the second part for themselves and their heirs do hereby Covenant and agree that all the Covenants & agreements herein before stated on the part of said indentations shall be by them well & truly performed - In witness whereof the said parties of the first and second parts have hereunto set their hands & seals this day & year first above written



Articles of agreement made and entered into this 11th day of January 1823 between Henry Price, Robert Thomas, William Mallory, William Boston, William Walker and Anthony Furman Commissioners appointed by the Court of Madison County on the 22nd day of August 1822. to let out and contract for the building of a jail for the said County of Madison of the first part and Laurence Sanford the undertaker of the work and John Walker and James W Walker his securities for the performance thereof of the second part. Witnesseth that the said Laurence Sanford and John Walker and James W Walker herein after called and designated as parties of the second part, for and in consideration of the covenants and agreements herein after made and entered into on the part of the aforesaid Commissioners, have agreed and do hereby agree to and with the said Henry Price, Robert Thomas, William Mallory, William Boston, William Walker and Anthony Furman, acting as Commissioners as aforesaid as follows, that is to say, that the said Laurence Sanford shall out of materials to be procured and provided by him at his own expense, contract and build upon the public square belonging to the County of Madison, and situated in the town of Madison in the said County of Madison a good and sufficient jail for the use of the said County, to be located whereupon upon the said square the said Commissioners or any four of them shall designate as the site for said jail at any time before the foundation is dug out which said jail shall be finished and delivered up for the use of the said County in complete order and fit for the reception and safe confinement of prisoners and the accommodation of the jailer and his family as is contemplated in this contract and or before the 1st day of December 1823 for the price of two thousand five hundred and ninety dollars to be paid as is herein after mentioned and agreed to be paid. The said jail to be 35 feet long & 20 feet wide from end to end, and 23 feet high from the foundation. The wall 3 brick thick, the body of the building which will consist of ~~three~~ ^{two} stories is designed for the accommodation of the jailer family below, and to secure confinement of the prisoners above. The lower floor to be of pine plank, square joints, a passage of eight feet on the side extending from end to end, the lower part of the building to be divided into two equal parts with a brick well

of three ^{brick} feet thick extending entirely through the house ~~will~~ including
the passage; five doors below and five windows; two doors above and
six grates; Windows below 12 ^{feet} 8 ^{or} 10. Windows above, ^{three lights} 8 by 10
lengthwise; rooms below plastered, chimney at each end to project
and on the out side with fire places below, the roof below and all above
to have each a good double door of oak and strong iron doors, the
hinges of which to be steel laid over iron and of an approved size and
hardware; the other doors to be good batten doors; the gable ends to be of
of brick, brick and a half thick, shingles of good hard pine; a passage
of 8 feet above stairs just over the passage below; the balance to be divided
into two equal parts with a wall of 3 brick thick; The sleepers above
and below the criminals jail above to be of oak timber 12 inches thick
laid close together with a floor of two inches thick of oak plank laid
thereon. The sleepers of the debtors jail half the distance of ordinary
buildings with floors of two inch pine planks; The criminals floor to be
laid down with six inch spikes, not more than 10 inches apart either
way; the passage walls to be three brick thick; The criminals room
is to be lined by forming a frame adapted to the size of the room,
and grooved, and six inch oak timber set up therein close together,
across which to be laid two inch oak planks with spikes in the same
manner of the floor. The debtors room to be lined by working timber
in the wall and nailing ^{five} two inch planks with six inch spikes.
The jail rooms above and the door into the passage below to have iron
stock locks of the first quality; the whole work to be executed in
the best manner and of the best materials in a way to be approved
of by the commissioners; and it is expressly agreed between the parties to
this agreement that the said commissioners are to be the judges as to
the manner in which the work is executed and the goodness of the
materials, and also every thing not mentioned necessary to the completion
of the building to be executed notwithstanding such omission.

The said parties of the first part agreed and covenant that out
of the one thousand dollars which have been levied by the court
of Madison County for this purpose, they will pay to the said undertaker
as he shall progress with the work, such sums of money as they shall
deem reasonable in order to carry on the work, so as not to be

in returned beyond the value of the work done, of the residue of
 the said stipulated \$10 paid for the building of the said, the said
 undertaker shall be paid out of the money to be hereafter levied by the
 court of Madison County the sum of seven hundred and ninety five
 dollars on the first day of December 1829 if the said jail shall be
 at that time finished or not so long as it shall be finished and
 seven hundred and ninety five dollars on the first day
 of December 1824 if the said Jail shall have been finished
 according to the contract entered into in the year 1823. and the said
 parties of the first part do hereby covenant and agreed with the parties
 of the second part that the court of Madison County shall well and
 truly keep and perform all the covenants and agreements on their
 part herein before stated, but it is understood that the said Commission
 are in no wise either jointly or severally to be responsible either personally
 or privately to the said undertaker or his securities for any default on
 the part of said court in performing the same - and the parties of the
 second part for themselves and their heirs do hereby covenant and
 agreed that all the covenants and agreements herein before stated
 on the part of said undertaker shall be by them well and truly
 performed - In witness whereof the parties have hereunto set their
 hands and seals the day and year above written

Teste
 Beilford Cox

Thos Thornhill Seal
Wm Maloney Seal
Wm Walker Seal
Arthur L. ... Seal
 " " Seal
Law Sanford Seal
 " " Seal
James M. ... Seal

Articles of Agreements made and entered into this
day of ^{June} May, one thousand eight hundred and twenty nine. Between
Aaron Carpenter, Anthony Tugman, Henry Hill, Belfield Cave Horace
Stringfellow, William T. Finshee James Somerville jr. and Ephraim
Carpenter Commissioners appointed by the County Court of Madison
to let out and contract for the building of a Court House for said
County of the one part, and William D. Phillips, Malcolm F. Law-
ford and Richard L. Bonware the undertakers, and O. Norris
& John St. Craven

their securities for the performance thereof of the other part. Witnesseth
that the said parties of the second part, for and in consideration of the
covenants and agreements heron after entered into on the part of the
said Commissioners, have agreed, and do hereby agree to and with
the said Commissioners as follows. That the said undertakers shall
out of all materials to be furnished by them of every description,
brick, lime, nails, glass, locks, hinges, paintings, glazing and lumber
of every description ~~to~~ build a Court house for said County of
Madison, upon such site as shall be appointed out by the said
Commissioners, after the following manner. The building to be
of brick 40 feet by 50 feet from out to out, including an arcade in
front 10 feet in the ~~depth~~ foundation or basement walls to be ~~three feet~~
high to first floor or water table two & half bricks thick, then drop
off two inches on the outside and same on the inside, thence from
the first floor or water table to square or height of the walls twenty
four feet three inches & two brick thick, making the whole height
of the building (or rather walls) twenty seven feet three inches.
The foundation or inner arcade wall under jury rooms, three feet
high to first floor or water table and two brick thick, thence to the
top of said inside wall twelve feet high one brick and half thick. The build-
ing to be well plastered throughout, ~~with three coat plastering~~ ^{and as to the roof}, including
the roof of the arcade, the floor to be brick or tile, if of brick to be laid edge-
wise, the floor of the arcade to be of the same, six curb stones to be laid
between the arches, and six key stones for the arches, One gable
end to be brick the other plank with a (D) window in it of a
suitable size and finished in ~~proper~~ manner. The roof to have
a pediment pitch with a Tuscan cornice drawn in proportion to the
height of the building; the gable ends to have raking cornice
connected with the level cornice; the roof to be covered with heart
pine shingles, two double worked folding doors in front with
sash over the top of each; The door jambs to be plain, double faced

architraves on the outer and inner side; windows below to be 18 lights 12 x 12 glass, the frames to be finished with plain jambs, window seats, walnut sills and double worked architraves on the outer and inner side; two windows at the head of the stairs to be finished in the same manner. Six windows in the jury rooms 15 lights 12 x 12 glass finished in the same manner except single worked architraves on the inside; two blank windows below and ^{the} ~~main~~ above with walnut sills and double worked architraves to correspond with the full finished windows. Venetian blinds to all the windows including the blank ones. All the doors and windows to be finished with double worked architraves through out the building (except the inside of those to the jury rooms to be finished with single architraves) with plain base and surbase; two benches and a table to each jury room. The jury rooms, two in number to extend over the arcade with a gallery in front five feet wide say 11 feet from the floor supported with a tuscany cornice drawn in proportion to its height, with two columns and two pilasters to support it. The jury rooms to be by and feet high. The stairs to be run up to the jury rooms at each end of the gallery with hand railing and turned banisters continued in front of the gallery. The bar to be circular form with two tiers of benches and tables wide or pass way in the centre, each flat form to be elevated six inches, the criminals box to be in rear of the bar. The railing in front of the benches which support the tables to be finished with turned banisters, the criminals box to be finished in the same manner. The court bench and flat form to be 20 feet long with one pair of steps at each end containing four steps each, with hand rails and turned banisters to the stairs continued in front of the court bench. The jury bench to be attached to the court bench 20 feet long and fronting the bar. Two shiff's boxes, one at each end of the bar and finished in proper manner. A suitable base to the lower floor story executed in a proportionable manner for such a building. no sur base below. The wood part of said building to be well painted throughout both inside and out. The clock table is to be made and arranged in the manner laid down in the draft hereto annexed. The brick work to be faced on two

sides and one end with milled stretchers. The said building to have windows below and above. The whole of the work to be executed in the best and nicest manner and of the best materials, to be adjudged of by the Commissioners. And it is expressly agreed by the parties to this agreement that the said Commissioners are to be the judges as to the manner in which the work is executed and the goodness of the materials, and every thing not mentioned necessary to the completion of the building, to be executed by the undertakers notwithstanding such omission.

The said Commissioners agree and covenant that the twelve hundred dollars levied by the County Court of Madison, at May term 1828, they will pay to the said undertakers on the first day of _____ and the twelve hundred dollars allowed by said Court, at June term 1829, they will pay to the said undertakers on the first day of December 1829, And the sum of twelve hundred dollars on the first day of December 1830, which last payment is to be hereafter levied for by the County Court of Madison. And the said Commissioners do covenant

~~and agree with the undertakers that the County Court of Madison shall well and truly keep and perform all the covenants and agreements on their part herein before stated, but it is understood that the Commissioners are in no wise either jointly or severally, to be either personally or privately to the said undertakers or their securities for any default on the part of the Court in performing the same. And the said undertakers and their securities for themselves and their heirs do hereby covenant and agree, that all the covenants and agreements herein before stated on the part of said undertakers shall be by them well and truly performed. It is also to be understood the building to be finished and ready to deliver to the Commissioners by the first day of January next.~~

In Witness whereof the parties have hereunto set their hands and seals the day and year above

Wm. Phillips 
Wm. F. Crawford 
Nichl. S. Boulton 

1856

Attest
John H. Caven Secretary

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